

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address LEWIS BRISBOIS BISGAARD & SMITH, LLP AMY L. GOLDMAN, SBN 134088 Email: amy.goldman@lewisbrisbois.com LOVEE D. SARENAS, SBN 204361 Email: lovee.sarnas@lewisbrisbois.com 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071 Tel.: 213.250.1800 Fax: 213.250.7900 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Todd Frealy	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION	
In re: EVA C. GONZALEZ, Debtor(s).	CASE NO.: 6:18-bk-16698-MH CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY
Sale Date: December 18, 2019	Time: 11:00 a.m.
Location: Courtroom 303, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 12/4/2019

Description of property to be sold: the estate's rights, title and interest in real property located at 1902 Penasco Grande St., Perris, CA 92570-2543, APN: 330-312-014 ("Property") for an all cash purchase of \$290,000.00 ("Purchase Price") to Nathalie Martin ("Buyer") or to a successful overbidder on the terms set forth in sale documents attached to the Motion (collectively, "Purchase Agreement")

Terms and conditions of sale: please see Attachment to this notice

Proposed sale price: \$290,000 subject to overbids

Overbid procedure (if any): please see Attachment

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

December 18, 2019 at 11:00 a.m.

United States Bankruptcy Court

Courtroom 303

3420 Twelfth Street

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Lovee D. Sarenas

Lewis Brisbois Bisgaard & Smith, LLP

633 West 5th Street, Suite 4000

Los Angeles, CA 90071

Tel.: 213.250.1800

Fax: 213.250.7900

Email: lovee.sarenas@lewisbrisbois.com

Date: 11/26/2019

ATTACHMENT

A. Terms and Conditions of Sale

- a. Trustee agreed to sell to the proposed buyer Nathalie Martin ("Buyer") or to a successful overbidder approved by the Trustee and the Court, on the terms set forth in the sale documents (collectively, "Purchase Agreement") attached to the Motion, the estate's rights, title and interest in the Debtor's real property located at 1902 Penasco Grande St., Perris, CA 92570-2543 in exchange for the payment of \$290,000.00 in an all cash transaction.
- b. An Earnest Money Deposit in the sum of \$29,000 has been delivered to Better Escrow Service upon the execution of the Purchase Agreement. If the Buyer is not the successful purchaser or if the sale to the Buyer is not approved by the Bankruptcy Court, the Earnest Money Deposit will be fully refunded to Buyer. If Buyer is the successful purchasers but fail to close escrow, the Earnest Money Deposit becomes non-refundable.
- c. The current sale of the Property is free and clear of all interests, liens and/or claims. The preliminary title report on the Property reflects the following liens and security interests that have been recorded against the Debtor's Property as of the Petition Date: (1) MERS as nominee for GMAC Mortgage Corporation (OCWEN Loan Services as servicer) has a Deed of Trust recorded on 3/31/2005 in the sum of \$153,255.29; and (2) First Technology Federal Credit Union holds an abstract of judgment recorded on 4/24/2018 in the sum of \$28,314.40. These amounts may be subject to an adjustment at the close of escrow. In addition, the title report reflects a solar panel contract in which Vivint Solar Developer, LLC ("Vivint") recorded its rights, title and interest to the solar energy system on the Property on 8/15/2017. The Trustee believes that this contract has been rejected by operation of § 365(d).
- d. The sale of the Property is subject to an overbid process described below to be approved by the Bankruptcy Court. Any potential overbidder shall be required to provide an earnest money deposit of not less than \$29,000. The sale is subject to incremental overbids of not less than \$2,500.
- e. The Motion also seeks a finding of a good faith purchaser within the meaning of § 363(m).
- f. The Motion also seeks authorization for the payment of a 6% brokers' commission due at the close of escrow and a waiver of the stay pursuant to Fed. R. Bankr. Proc. 6004(h).

B. Overbid Procedure:

1. **Overbid Requirements.** Any party wishing to participate in the overbid process must notify the Trustee or the Trustee's professionals of his/her/its intention to do so and evidence of ability to fund and to close the sale no later than three (3) calendar days before the hearing on the Motion.

Each party participating in the overbid process (except for the Buyer who paid the Earnest Money Deposit) must remit to the Trustee, prior to the hearing on the Motion, a deposit in the form of a cashier's check or money order made payable to the Trustee, solely in his capacity as Chapter 7 Trustee, in the amount of \$29,000. The deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase of the Property per the terms of the proposed sale after entry of an order approving this Motion.

2. **Bidding At Sale.** Buyer is entitled to overbid. Each party or their authorized representative (including the Buyer) must be present either physically or telephonically at the hearing on the Motion in order to participate in the overbid process. Any initial overbid for the Property must be in an amount not less than \$300,000 (i.e., \$10,000 more than the Purchase Price). Subsequent minimum bid increments shall be set at not less than \$2,500. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid.

3. **Backup Bidder.** The qualified bidder who submits the second best/highest bid for the Property may be designated as the backup bidder. The successful bidder shall then become the buyer under the same terms and conditions as set forth in the Purchase Agreement and shall waive all contingencies regarding the purchase of the Property. Furthermore, if the successful bidder cannot deliver the balance of the overbid sale price within fifteen (15) calendar days after the entry of an order granting the Motion, the Trustee shall be authorized to accept the offer made by the next highest bidder and the successful bidder's deposit shall be non-refundable.
4. **Closing of Sale and Forfeiture of Deposits.** The successful bidder must pay the full amount of the successful bid to the Trustee within fifteen (15) calendar days after the entry of an order granting the Motion. If the winning bidder fails to do so, the winning bidder will be deemed to have forfeited his/her/its deposit without further notice, hearing or order of the bankruptcy court.

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PROOF OF SERVICE

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071.

A true and correct copy of the foregoing document described as **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On November 26, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Luis Aguilar: office@attorneyluisaguilar.com, laguilar@attorneyluisaguilar.com
Heather Anderson: heather.anderson@firsttechfed.com
Todd A. Frealy (TR): taftrustee@lnbyb.com, taf@trustesolutions.net
Lovee D. Sarenas: lovee.sarenas@lewisbrisbois.com
United States Trustee (RS): ustpreion16.rs.ecf@usdoj.gov
Arnold H. Wuhrman: Arnold@WuhrmanLaw.com

[] Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On November 26, 2019, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

[X] Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR E-MAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 26, 2019
Date

Marion Diamond
Type Name


Signature

SERVICE LIST

BY U.S. MAIL:

DEBTOR:

Eva C. Gonzalez
1902 Penasco Grande
Perris, CA 92570

OCWEN LOAN SERVICING LLC:

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, Florida 33409

BUYER:

Nathalie Martin
c/o Thelma Morales
Synergy One Real Estate Services
3811 Bedford Canyon Road, Suite 101
Corona, CA 92883-0789

VIVINT SOLAR:

Vivint Solar
9847 Pioneer Boulevard
Santa Fe Springs, CA 90670

Vivint Solar
1850 West Ashton Boulevard
Lehi, UT 84043

Vivint Solar
c/o CT Corporation System
28 Liberty Street
New York, NY 10005

KELLER WILLIAMS:

Keller Williams Realty & KW Commercial
23670 Hawthorne Boulevard, Suite 100
Torrance, CA 9050-5968

THE HONORABLE MARK D. HOULE:

United States Bankruptcy Court
Central District of California
Riverside Division
3420 Twelfth Street, Suite 365
Riverside, CA 92501-3819

CREDITORS:

ATT
c/o AFNI, Inc.
P.O. Box 3097
Bloomington, IL 61702

Beverly Radiology
c/o Continental Credit Control
22 North Milpas Street, Suite C
Santa Barbara, CA 93103

Corporate Trust Recovery
111 West Bastanchury Road, Suite 1G
Fullerton, CA 92835

Creditors Bureau
757 "L" Street
Fresno, CA 93721

First Technology Federal Credit Union
1025 North Fourth Street
San Jose, CA 95112

Frontier Communications
P.O. Box 5157
Tampa, FL 33675

Kaiser Foundation Health Plans
Fie 50445
Los Angeles, CA 90074

Loma Linda University Medical
268 West Hospitality Lane, Suite 300
San Bernardino, CA 92408

Midland Funding
2365 Northside Drive, Suite 30
San Diego, CA 92108

Park Town
c/o Corporate Trust Recovery
111 West Bastanchury Road
Fullerton, CA 92835

Quest Diagnostics
P.O. Box 740987
Cincinnati, OH 45274

Sprint
c/o Allied Collection Services
3080 South Durango Drive, Suite 20
Las Vegas, NV 89117

Thomas Caudill, Esq.
The Law Office of Thomas Caudill
1025 North Fourth Street
San Jose, CA 95112

Victoria Secret
P.O. Box 182789
Columbus, OH 43218

Credence Excellence Beyond Relief
17000 Dallas Parkway
Dallas, TX 75248

First Tech Federal Credit Union
3408 Hillview Avenue
Palo Alto, CA 94304

Forever 21
P.O. Box 182120
Columbus, OH 43218

IC System
444 Highway 96 East
St. Paul, MN 55164

Kaiser Permanente Moreno Valley Medical Center
Attn: Accounts Receivable
27300 Iris Avenue
Moreno Valley, CA 92555

Mechanics Bank fka CRB Auto
P.O. Box 25805
Santa Ana, CA 92799

Ocwen Loan Servicing LLC
P.O. Box 24738
West Palm Beach, FL 33416-4738

Parkview Community Hospital Center
c/o One Advantage
7650 Magna Drive
Belleville, IL 62223

Riverside Emergency Physicians
c/o CMRE Financial Services
3075 East Imperial Highway, Suite 200
Brea, CA 92821

Sunrise Credit Services, Inc.
P.O. Box 9100
Farmingdale, NY 11735

Two Jin Inc. dba Aladdin Bail Bonds
1000 Aviara Parkway, Suite 300
Carlsbad, CA 92011